

Commonwealth of Virginia

INVITATION FOR BIDS (IFB)

Issue Date: April 19, 2007

Issue Title: **Bedside Glucose Tests Strips and Related Products/Equipment**

Issuing Agency: Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) - P.O. Box 1797, Richmond, Virginia 23218-1797

Using Agency and Location Where Work Will Be Performed: DMHMRSAS Facilities - Statewide

Period of the Contract: Twenty-Four (24) Months From Date of Award.

Renewals: Contract may be renewed for three (3) additional periods of one (1) year duration upon mutual agreement between all parties and subject to availability of funding.

Pre-Bid Conference: None Scheduled

Sealed Bids Will Be Received Until:

Thursday – May 17, 2007 - 3:00 PM EST

**All Inquiries
Should Be
Directed
To:**

Note:

**Copies of
IFB:**

Michael J. Oprysko, CPPB,VCO
Contract Manager
Phone (804) 786-6562 or Fax (804) 786-3827
E-Mail: mike.oprysko@co.dmhmrsas.virginia.gov

The Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a Bidder because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment

May be obtained at www.dmhmrsas.virginia.gov Click on link to Procurement/Solicitations and then click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned.

Sealed Bids Delivery Information

All Bids shall be sealed and be addressed to: **DMHMRSAS, Office of Administrative Services**. If mailed through the **U.S. Mail**, send directly to **P.O. Box 1797, Richmond, VA 23218-1797**; if sent using **Overnight Express Service, Courier or Hand Delivered** send directly to **Jefferson Building, 1st Floor - Room 108, 1220 Bank Street, Richmond, Virginia, 23219**. Envelopes should be marked with IFB number and opening date and time. It is the contractor's responsibility to assure that bids are received and logged in by Procurement Operations staff at the location indicated by the date and time above, regardless of the method of delivery. Faxed, electronic or oral bids shall not be accepted. LATE bids will NOT be accepted under any circumstances. The above page and this signature page **must** accompany your bid, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THIS INVITATION FOR BIDS AND TO ALL THE CONDITIONS IMPOSED THEREIN, THE UNDERSIGNED AGREES TO FURNISH THE GOODS/SERVICES IN AT THE PRICE(S) INDICATED IN SECTION VII PRICING SCHEDULE. I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID.

Company Name and Address:

_____	Date: _____
_____	By: _____
_____	(Official Signature in Ink)
Telephone: _____	Printed Name: _____
FEI/FIN Number: _____	Title: _____

The following information is requested, but it is not mandatory that it be supplied. Minority status does not influence the award: (**Please Check all that apply**)

<input type="checkbox"/>	Contractor DOES consider his/her firm to be a small, woman or minority owned business.
<input type="checkbox"/>	Contractor does NOT consider his/her firm to be a small, woman or minority owned business.
<input type="checkbox"/>	Contractor IS certified as a small, woman or minority owned business by VA Department of Minority Business Enterprise (DMBE).
<input type="checkbox"/>	DMBE Certification # _____ S W M WS MS (Circle One)
<input type="checkbox"/>	Contractor is NOT certified as a small, woman or minority owned business by VA Department of Minority Business Enterprise.
<input type="checkbox"/>	Contractor is a eVA registered vendor. (Learn about eVA at www.eva.state.va.us)
<input type="checkbox"/>	Contractor is NOT a eVA registered vendor.

S = Small Business
W = Woman Owned
M = Minority Owned
WS = Woman Owned with Small Business Certification
MS = Minority Owned with Small Business Certification

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1.0 PURPOSE:

- 1.1 **PURPOSE:** The purpose of this Invitation for Bids (IFB) is to solicit sealed bids to establish a term contract with an authorized dealer of Lifescan products and equipment, to be purchased on an as needed basis by DMHMRSAS facilities throughout the Commonwealth of Virginia.

The initial term of the contract shall run for twenty-four (24) months from the date of award. The contract shall include the option to renew for three (3) additional twelve (12) month terms upon mutual agreement between the parties and availability of funding.

- 1.2 A listing of the facilities currently utilizing the products and equipment are included Section 2.0, Number 2.1 below. Additional DMHMRSAS facilities, Community Services Boards and other agencies and/or political subdivisions of the Commonwealth of Virginia may be added under the terms of the contract. Agencies or political subdivisions may be added or deleted at any time during the period of the contract. Modification of the contract to add or delete agencies and political subdivisions shall be made only by the execution of a written supplemental agreement between the Contracting Agency and the Contractor. This modification shall name the specific agency or political subdivision to be added or deleted.

2.0 SCOPE OF WORK:

- 2.1 The Contractor shall furnish on an as-needed basis upon receipt of a purchase order from ordering entity the following:

See **Attachment A** for estimated annual usage and locations of ordering facilities.

Item 1 – Lifescan SureStep Pro Test Strips #010-797 - Brand Name Only

Estimated Annual Usage by each Individual DMHMRSAS Facility

Hiram Davis Medical Center (HDMC) – 30,000 Test Strips
Southwestern Virginia Mental Health Institute (SWVMHI) – 26,400 Test Strips
Eastern State Hospital (ESH) – 49,200 Test Strips
Western State Hospital (WSH) – 24,000 Test Strips
Southern Virginia Mental Health Institute (SVMHI) – 9,600 Test Strips
Northern Virginia Mental Health Institute (NVMHI) – 7,200 Test Strips

Item 2 – Lifescan SureStep Pro High Glucose Control Solution #010-793 - Brand Name Only

Estimated Annual Usage by each Individual DMHMRSAS Facility

Hiram Davis Medical Center (HDMC) – 100 Vials
Southwestern Virginia Mental Health Institute (SWVMHI) – 50 Vials
Eastern State Hospital (ESH) – 75 Vials
Western State Hospital (WSH) – 125 Vials
Southern Virginia Mental Health Institute (SVMHI) – 25 Vials
Northern Virginia Mental Health Institute (NVMHI) – 50 Vials

Item 3 – Lifescan SureStep Pro Low Glucose Control Solution #010-795 - Brand Name Only

Estimated Annual Usage by each Individual DMHMRSAS Facility

Hiram Davis Medical Center (HDMC) – 100 Vials
Southwestern Virginia Mental Health Institute (SWVMHI) – 50 Vials
Eastern State Hospital (ESH) – 75 Vials
Western State Hospital (WSH) – 125 Vials
Southern Virginia Mental Health Institute (SVMHI) – 25 Vials
Northern Virginia Mental Health Institute (NVMHI) – 50 Vials

Item 4 – Lifescan SureStep Pro Linearity Test Kit #010-798 - Brand Name Only

Estimated Annual Usage by each Individual DMHMRSAS Facility

Hiram Davis Medical Center (HDMC) – 2 Each
Southwestern Virginia Mental Health Institute (SWVMHI) – 2 Each
Eastern State Hospital (ESH) – 2 Each
Western State Hospital (WSH) – 1 Each
Southern Virginia Mental Health Institute (SVMHI) – N/A
Northern Virginia Mental Health Institute (NVMHI) – N/A

Item 5 – Lifescan SureStep Flexx Meter w/Barcode Scanner #010-181 - Brand Name Only (Item would only be purchased if needed or by newly added users to the contract on an as needed basis).

Item 6 – Lifescan SureStep Flexx Meter w/o Barcode Scanner #010-182 - Brand Name Only (Item would only be purchased if needed or by newly added users to the contract on an as needed basis).

- 2.2 All bid prices shall be F.O.B. Destination – Freight Included.
- 2.3 All bid prices for item #1 (SureStep Pro Test Strips 010-797) shall include any cost associated for service agreement/replacement warranty for any facility owned Lifescan SureStep Flexx Meters, modems, computers and modem cabling or possible future purchases of Lifescan SureStep Flexx Meters.

3.0 GENERAL TERMS AND CONDITIONS

- 3.1 **Vendor's Manual:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety, except as noted below. The procedure for filing contractual claims is in Section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under manuals. The appeals procedures set forth in the DMHMRSAS **Administrative Practices and Procedures Manual**; Chapter 5 **Contractual Services** are applicable to these contractual services. A copy of this Chapter is available for review in the offices of the DMHMRSAS.

- 3.2 **Applicable Law and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendor's Manual*. The contractor shall comply with applicable federal, state and local laws and regulations.
- 3.3 **Anti-Discrimination:** By submitting its bid, Bidder certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 3.4 **Ethics in Public Contracting:** By submitting its bid, Bidder certifies that its bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with its bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- 3.5 **Immigration Reform and Control Act of 1986:** By submitting its bid, Bidder certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 3.6 **Debarment Status:** By submitting their bid, Bidder certifies that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- 3.7 **Antitrust:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- 3.8 **Mandatory Use of State Form and Terms and Conditions:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- 3.9 **Clarification of Terms:** If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the contract officer whose name appears on the face of the solicitation, no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.
- 3.10 **Payment:**
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency, or other appropriate penalties may be assessed in lieu of withholding such payment.

- 3.11 **Precedence of Terms:** Paragraphs 8.1 through 8.11 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- 3.12 **Qualifications of Bidders:** The DMHMRSAS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder shall furnish to the DMHMRSAS all such information and data for this purpose as may be requested. The DMHMRSAS reserves the right to inspect Bidder's physical plant prior to award to satisfy questions regarding the Bidder's capabilities. The DMHMRSAS further reserves the right to reject any bid if the evidence submitted by or investigations of such Bidder fails to satisfy the Commonwealth that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.
- 3.13 **Testing and Inspection:** The DMHMRSAS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- 3.14 **Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- 3.15 **Changes to the Contract:** Changes can be made to the Contract in any one of the following ways:
1. The parties may agree in writing to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. DMHMRSAS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as scope of services to be provided, reporting requirements or cost of services. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the DMHMRSAS a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the DMHMRSAS's right to audit the Contractors records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the DMHMRSAS with all vouchers and records of expenses incurred and savings realized. The DMHMRSAS shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the DMHMRSAS within thirty (30) days from the date of receipt of the written order from the DMHMRSAS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's *Vendor's Manual*. Neither the existence of a claim or a dispute resolution

process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the DMHMRSAS or with the performance of the contract generally.

- 3.16 **Default:** In case of failure to deliver good or services in accordance with the contract terms and conditions, the DMHMRSAS, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the DMHMRSAS may have.
- 3.17 **Taxes:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- 3.18 **Use of Brand Names:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.
- 3.19 **Transportation and Packaging:** By submitting its bid, Bidder certifies and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- 3.20 **Insurance:** By signing and submitting its bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Bidder further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence single limit. Commercial General Liability is to include bodily injury, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional named insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 – per occurrence. (Applicable if motor vehicle is used in performing the requirements of this contract.

3.21 **Announcement of Award:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days. In addition, the purchasing agency will publicly post such notice on the DMHMRSAS Website using the following link: <http://www.dmhmrzas.virginia.gov>

3.22 **Drug Free Workplace:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

3.23 **Nondiscrimination of Contractors:** A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- 3.24 **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, web site portal www.eVA.state.va.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA; failure to register will result in the bid being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1% capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Business: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

- 3.25 **Availability of Funds:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4.0 SPECIAL TERMS AND CONDITIONS

- 4.1 **Advertising:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to the hospitals or laboratories will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 4.2 **Audit:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- 4.3 **Additional Users:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

- 4.4 **Bid Acceptance Period:** Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- 4.5 **Cancellation of Contract:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 4.6 **Renewal of Contract:** Any contract that results from this solicitation may be renewed by the Commonwealth for three (3) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 60-90 days prior to the expiration dated of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract prices for the additional period shall not exceed the contract prices of the original contract increased/decreased by more than the percentage increase/decrease of the Consumer Price Index for all Urban Consumers (CPI-U) U.S. city average, by expenditure category and commodity and service group (Table 1.) Unadjusted percent change of the "Medical Care Commodities" expenditure Category for the latest twelve (12) period for which statistics are available.
 2. If during subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract prices for the subsequent renewal periods shall not exceed the contracts prices of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Consumer Price Index for all –Urban Consumers (CPI-U) U.S. city average, by expenditure category and commodity and service group (Table 1.) Unadjusted percent change of the "Medical Care Commodities" Category for the latest twelve (12) month period for which statistics are available.
- 4.7 **Identification of Bid Envelope:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Bidder	Due Date	Time
_____	_____	_____
Street or Box Number	IFB No.	
_____	_____	
City, State, Zip Code	IFB Title	
_____	_____	
Name of Contract/Purchase Officer _____		

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope or utilizing the enclosed mailing label is mailed, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

- 4.8 **Quantities:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at prices quoted the actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- 4.9 **Product Substitution:** During the term of any contract resulting from this solicitation, the Contractor is not authorized to substitute any item for that product identified in the solicitation without the prior written consent of the Contracting Officer whose name appears on the front of this solicitation, or their designee.
- 4.10 **Confidentiality and Records:** The Contractor assures that information and data obtained as to personal facts and circumstances related to Purchasing Agency patients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Purchasing Agency's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the Purchasing Agency as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material, in the event it is identified as Governor's Working Documents, Attorney-Client Privileged, related to procurement and contracting processes, or is otherwise exempt from Code of Virginia, Freedom of Information statutes. Upon termination of this agreement and/or within 30 days of receipt of final payment for services, all materials and information in the possession of the contractor, including patient medical and legal records, shall be restored or provided to the purchasing agency and electronic information and data in possession of the contractor shall be provided to the purchasing agency in digital form upon media designated by the purchasing agency and will be expunged from equipment and systems retained by the Contractor.
- 4.11 **Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA):**

Except as otherwise limited, contractor may use or disclose protected health information (PHI) to perform functions, activities, or services for, or on behalf of, the DMHMRSAS, as specified in this IFB. In performance of any contract as a result of an award of this IFB, Contractor agrees to:

- Not use or further disclose protected health information (PHI) other than as permitted or required by the terms of this contract or as required by law;
- Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this contract;
- Report to the DMHMRSAS any use or disclosure of PHI not provided for by this Contract (Agreement) of which it becomes aware;
- Impose the same requirements and restrictions contained in this contract (amendment) on its subcontractors and agents to whom contractor provides PHI received from, or created or received by the contractor on behalf of the DMHMRSAS;

- Provide access to PHI contained in a Designated Record Set to the DMHMRSAS, in the time and manner designated by the DMHMRSAS, or at the request of the DMHMRSAS, to an individual in order to meet the requirements of 45 CFR 164.524.
- Make available PHI for amendment and incorporate any amendments to PHI in its records at the request of the DMHMRSAS;
- Document and provide to DMHMRSAS information relating to disclosures of PHI as required for the DMHMRSAS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528;
- Make its internal practices, books, and records relating to use and disclosure of PHI received from, or created or received by the contractor on behalf of the DMHMRSAS, available to the Secretary of the U.S. Department of Health and Human Services for the purposes of determining compliance with 45 CFR Parts 160 and 164, subparts A and E;
- Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of DMHMRSAS as required by the HIPAA Security Rule, 45 C.F.R. Parts 160, 162, and 164.
- Ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.
- Report to DMHMRSAS any security incident of which it becomes aware.
- At termination of the contract, if feasible, return or destroy all PHI received from, or created or received by the Contractor on behalf of the DMHMRSAS contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

Contractor may use and disclose PHI received from the DMHMRSAS, if necessary, to carry out its legal responsibilities and for the proper management and administration of its business. Contractor may disclose PHI for such purposes if the disclosure is required by law, or if contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially, that it will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and that the person will notify the contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

- 4.12 **Contractual Disputes:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. Written notice of the Contractor's intention to file such claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The contract may require submission of an invoice for final payment within a certain time after completion and acceptance of the work. Pendency of claims shall not delay payment amounts agreed due in the final payment.

The claim shall be filed with the Administrative Services Director setting forth the factual basis for the claim. The Administrative Services Director shall review the claim and notify the Contractor of the decision by certified mail within fifteen (15) days of receipt. The notification shall set forth the reasons for the decision and inform the Contractor that they may request a review of the decision by the Commissioner by filing such request within ten (10) days of receipt of the initial decision. The Commissioner may convene a panel to advise on a decision. The Commissioner shall render a final decision setting forth the reasons for the decisions within thirty (30) days of receipt of the request for review.

The Contractor may not institute legal action prior to receipt of the Commissioner's decision on the claim as provided in § 2.2-4364 of the *Code of Virginia*, unless the Commissioner fails to render the decision within thirty (30) days of receipt of the claim.

Failure of the Administrative Services Director or Commissioner to render a decision within the time frames specified shall not have the effect of affirming or denying the claim, but shall only permit the Contractor to proceed to the next step in the process. (§ 2.2-4363 of the *Code of Virginia*).

- 4.13 **Expansion of Target:** Throughout the original contract and any subsequent renewal, the contract resulting from this solicitation may be modified, upon mutual agreement between the Contractor and the DMHMRSAS Office of Administrative Services, to include but not limited to adding other related products and/or equipment.
- 4.14 **Warranty (Commercial):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty shall be furnished upon request.
- 4.15 **Authorities:** Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Work contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/she/it may have herein without the express written consent of the Contracting Agency, except as specified herein. In the event subcontracting is allowed, the contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- 4.16 **eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in numerous purchase order(s) with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

- 4.17 **Small Business Subcontracting and Evidence of Compliance:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small businesses. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

5.0 Pricing Schedule

The Bidder agrees to furnish the goods as specified herein, and in accordance with the terms and conditions of this IFB with fixed pricing as follows:

5.1 Item 1 - Lifescan SureStep Pro Test Strips #010-797 - Brand Name Only

Price Per Strip - \$ _____

Price Per Box of Strips - \$ _____

of Strips Per Box _____

of Boxes Per Case _____

5.2 Item 2 - Lifescan SureStep Pro High Glucose Control Solution #010-793 - Brand Name Only

Price Per Vial - \$ _____

Price Per Box of Solution - \$ _____

of Vials Per Box _____

5.3 Item 3 - Lifescan SureStep Pro Low Glucose Control Solution #010-795 - Brand Name Only

Price Per Vial - \$ _____

Price Per Box of Solution - \$ _____

of Vials Per Box _____

5.4 Item 4 - Lifescan SureStep Pro Linearity Test Kit #010-798 - Brand Name Only

Price Per Test Kit - \$ _____

of Kits Per Box _____

5.5 Item 5 - Lifescan SureStep Flexx Meter w/Barcode Scanner #010-181 - Brand Name Only

Price Per Each - \$ _____

5.6 Item 6 - Lifescan SureStep Flexx Meter w/o Barcode Scanner #010-182 - Brand Name Only

Price Per Each - \$ _____

6.0 Bid Evaluation and Award

The DMHMRSAS will make the award(s) on a **total sum** basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The DMHMRSAS also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

The Bid shall be evaluated using the following format:

Item Number – Section 5	Estimated Annual Usage	Price Per Unit	Extended Price
5.1	146,400 Strips		
5.2	425 Vials		
5.3	425 Vials		
5.4	7 Kits		
5.5	1 Each		
5.6	1 Each		
		Total Sum	

**ATTACHMENT A – IFB #720C-04106-07M
ESTIMATED ANNUAL USAGE BY FACILITY**

<u>FACILITY</u>	<u>TEST STRIPS USED</u>	<u>CONTROLS USED</u>	<u>NUMBER OF MONITORS</u>	<u>DOCKING STATIONS</u>
Eastern State Hospital Williamsburg, Virginia (Connectivity Desired)	49,200	75 Sets (High & Low) Run controls every 24 hours.	19	10
Hiram W. Davis Medical Center Petersburg, Virginia (Connectivity Desired)	30,000	100 Sets (High & Low)	24	8
Northern Virginia Mental Health Institute, Falls Church, Virginia	7,200	50 Sets (High & Low)	6	1
Southern Virginia Mental Health Institute, Danville, Virginia	9,600	25 Sets (High & Low)	5	1
Southwestern Virginia Mental Health Institute, Marion, Virginia (Connectivity Desired)	26,400	50 Sets (High & Low)	8	8
Western State Hospital Staunton, Virginia (Connectivity Desired)	24,000	125 Sets (High & Low)	15	14
TOTALS	146,400	425	75	49